

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **ROBERT LAWSON**
Telephone: **(603)-271-3147**
Email: **prchweb@nh.gov**

RE: Bid Invitation Name: **PRODUCTION MONOCHROME PRINTER LEASE**
Bid Number: **1758-15**
Bid Opening Date and Time: **5/28/15 @ 11:30 AM**

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1758-15 for Production Monochrome Printer Lease at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature _____ Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2015, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

Form P37-A

**REQUEST FOR BID FOR PRODUCTION MONOCHROME PRINTER LEASE FOR
THE STATE OF NEW HAMPSHIRE**

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the Bid Response section and all other required information on your offer. Also complete the "Vendor Contact Information" section. Finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

VENDOR RESPONSIBILITY:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract(s) issuance.

CERTIFICATE OF INSURANCE:

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

CONTRACT(S) TERMS AND CONDITIONS:

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

INVOICING:

Please see Section 1.6 Invoice Requirements for Invoicing specifics.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Robert Lawson, Purchasing Agent, Bureau of Purchase and Property, at robert.lawson@nh.gov, or Telephone number: 603-271-3147. All requests shall be submitted five business days prior to bid opening date.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of Bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is update several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

INSTRUCTIONS TO VENDOR(S):

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your "Offer"
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

IF AWARDED A CONTRACT, The Vendor must complete the following sections of the attached agreement, State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide certificate of workman's comp.

- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.
- Provide a Corporate Resolution or Certificate of Authority. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all pricing must be included in your bid submission in the attached sheets. The vendor shall furnish all pricing and shall be required to provide the leasing.

The pricing submitted in this bid response will be for a single Printer Lease as described herein, however the State reserves the right to add additional printer leases within the next 24 months under the same terms and conditions and specifications at the same lease pricing up to a maximum total of three printers.

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

AWARD:

It is the State's understanding that a bid may be submitted by two partnering entities: an equipment manufacturer/dealer and a leasing/financing entity. That leasing/financing entity may be the financing division of the manufacturer/dealer. In the case where there are two partnering entities it may be necessary to issue two contracts, one to the financing entity for the lease of the equipment and a second for the provider of the Full Service Maintenance Agreement.

The Contract for the lease would have a set monthly payment for the period of the lease. The Contract for the Full Service Maintenance Agreement would have a set monthly payment and an allowed monthly adjustment for any overage if a leasing method is chosen from the response table that has an overage allowance. If the leasing method for a "per impression" price is chosen then the Contract for the Full Service Maintenance Agreement would have a monthly payment based on the number of impressions made each month.

The State is requesting that Vendors provide pricing using any of four different sets of leasing criteria (see Bid Response page). The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest price for the lease option selected by the State. The State may select the lease option that best meets its operational needs and budget requirements.

The State reserves the right to reject any or all bids or any part thereof. If an award is made it shall be, in the form of a contract incorporating Form P-37 (attached).

Any resulting contract(s) shall become effective on the date approved by the Governor and Executive Council.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening: only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://das.nh.gov/purchasing>.

INSTALLATION REQUIREMENTS:

Please see the Scope of Services section of this bid for Installation Requirements.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Call Dan Ostroth at 603/271-3205 to make an appointment to view the site of the intended installation. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

Production Monochrome Printer Lease & Service

SCOPE OF SERVICES

1.1 PURPOSE OF THIS RFB

The purpose of this Request for Bid is to lease a high-speed, high-volume monochrome toner printer with Full Service Maintenance Agreement (hereafter abbreviated as FSMA) for the life of the lease. Bid offers are requested for the following options:

- A. Lease period: 48 months
Residual value at lease end: \$1.00
FSMA: 48 months billed on the basis of 400,000 impressions per month allowance plus any overage billed at a quoted rate.
- B. Lease period: 48 months
Residual value at lease end: \$1.00
FSMA: 48 months billed on a straight per-impression basis (no minimum monthly allowance).
- C. Lease period: 60 months
Residual value at lease end: \$1.00
FSMA: 60 months billed on the basis of 400,000 impressions per month allowance plus any overage billed at a quoted rate.
- D. Lease period: 60 months
Residual value at lease end: \$1.00
FSMA: 60 months billed on a straight per-impression basis (no minimum monthly allowance).

A single bidder may offer more than one brand/model that meets or exceeds the minimum functional requirements. For each model offered, please submit full technical specifications and confirmed pricing plans.

1.2 INSTALLATION LOCATION

Bidder's offer must be based on supplying the printer itself as well as any parts, supplies, and maintenance/repair services to:

NH Bureau of Graphic Services
12 Hills Avenue
Concord NH 03301

Bid amounts must include delivery, installation, training, any repair parts and any repair services provided to this location on an FOB Destination basis.

1.3 MINIMUM FUNCTIONAL REQUIREMENTS OF THE SUPPLIED SYSTEM

The offered printer and associated services must meet or exceed the following functional requirements:

1.3.1 Printer

- a) Type of Printer: high-speed, high-volume black toner copier. LED imaging preferred with minimum print resolution of 600 x 600 dpi.
- b) Speed: Printer must have a minimum rated speed of 248 copies per minute or faster when printing duplex on A4 letter size and 124 copies per minute or faster when printing simplex on A4 letter size.
- c) Duty cycle: Must have a rated duty cycle of 3 million copies per month or higher.
- d) Machine Footprint: Must not exceed 22' length x 42" width.
- e) Feeder: Must have at least 3 vacuum-fed paper magazines with total capacity of 4,500 sheets or more of 80 GSM bond paper.
- f) Stapler: Must have in-line stapling with ability to apply one or two staples through up to 100 sheets of 80 GSM bond paper.
- g) Punch: Must have the ability to punch in-line, with user-changeable dies. Bid amount must include die sets for two-hole punching, three-hole punching and GBC plastic coil oversized oval.
- h) Stacker: Must have an offset stacker with capacity to hold 5,000 sheets or more of 80 GSM bond paper.
- i) Range of Stock Weights: Must be able to print on paper weights from 40 GSM up to 300 GSM.
- j) Runnable with Recycled Paper: Must be able to print without difficulty on recycled paper having 30% postconsumer waste content. NH State law requires the use of recycled paper in all of its printing.
- k) Required Power: Electrical circuit requirement for the machine must not exceed 60 amps at 120/208 Volts.
- l) Power Saving Design: Must be Energy Star® or Rohs compliant and feature automatic power saving modes to conserve power when printer has not been active for a period of time. Such power saving modes shall automatically power up when sensing End User interaction with the printer.
- m) New Equipment Only: Supplied device and all its subsystems and parts must be brand new. No demos, refurbished, remanufactured or used equipment allowed.
- n) Current Model: Must not be a discontinued model or a model no longer in production at the time of bid submission.
- o) Market-Proven: Must have demonstrated reliability in the U.S. market for at least one year.

1.3.2 Technology:

- a) NH Bureau of Graphic Services will provide a desktop scanner for hard copy input and a network-connected PC to be used as a server. The PC is a Dell Optiplex 7010 with 3.4GHz CPU (64 bit), 4 GB of RAM and 232 GB hard drive.
- b) The equipment and technology supplied by contract awardee under this procurement must, when connected to the aforementioned provided server, form a turnkey system. Bid amounts must include all software, hardware, or other equipment necessary to make the printer fully operational for the life of the contract. The Bureau shall not be required to pay for any additional required software, hardware or other equipment.
- c) Architecture: Must have open architecture with true PDF workflow. No conversion of input files to a proprietary language.
- d) Operating Systems: Must support Microsoft® Windows 2000, NT 4.0, Windows Server 2003, Windows XP, Windows 7, Windows 8, future Windows operating systems, Professional Macintosh OS 8 through OSx. Must have ability to upgrade to modern drivers.
- e) Controller: Minimum 1.5 GB RAM; Minimum 256GB hard drive. RIP must support TIFF, Adobe Postscript Level 3, PDF, PCL, ACSII, and Ethernet interface connection (10/100 Base T).
- f) Security: Any hard drives must have overwrite capabilities to permit irrecoverable erasure of stored documents.
- g) The server PC is currently running Kodak SmartBoard Document Mastering Software. Any new software to be installed on the server for this new printer must be able to work with the established SmartBoard paper names.
- h) Any software installed on the server as part of this system must either be able to work with the existing SmartBoard software, or else replace it with comparable or superior functional capabilities.

1.3.4 Delivery

- a) Delivery shall be made within twenty (20) working days after receipt of order.
- b) Shipments shall be securely and properly packaged, skidded, tied, etc. according to responsible and accepted commercial practices without extra charge for same. Packages shall also be clearly marked with purchase order number, delivery address and any other pertinent information.
- c) Bid amount must include FOB delivery of printer and all components and supplies required for complete installation to NH Bureau of Graphic Services at the location listed in Section 1.2.

1.3.5 Installation

- a) Bureau of Graphic Services will provide a properly configured electrical supply circuit with the correct type of socket for the printer in accordance with successful bidder's instructions.
- b) Installation will consist of unpacking, assembling, connecting, and software loading by a qualified technician as needed to form a fully operational printer. NH Bureau of Graphic Services will provide a Windows 7 PC to be used as a server, plus a network drop, a desktop scanner for hard copy input, and a properly configured electrical supply.
- c) Upon installation, printer must be in new, excellent condition, both cosmetically and functionally. There shall be no dents, blemishes, software glitches or broken or malfunctioning features. Any part or subsystem found to be imperfect shall be promptly replaced by the Contractor.

1.3.6 Training:

- a) Installation shall include training in the operation of the printer. Up to three (3) employees of NH Bureau of Graphic Services shall receive the training together at the same time. Training shall be of sufficient duration, content and detail so that the trainees are satisfied they know how to operate the printer and perform routine print operations and end-user care procedures. Training shall not exceed two business days.
- b) The required training shall be provided at no additional charge to the State.
- c) Installation shall be officially accepted as complete only after full operational status of the printer has been demonstrated and the trainees have been trained to the standard listed above in 1.3.6 a).
- d) Training of new operators must be available throughout the contract.

1.4 CONTRACTOR RESPONSIBILITY TO NH DEPT. OF INFORMATION TECHNOLOGY (DOIT)

1.4.1 Consult with DoIT Before Install: The Contractor shall work cooperatively with a DoIT authorized contact person(s) and shall discuss, via e-mail or telephone, the installation of the printer and any attachments or accessories before such equipment is installed.

1.4.2 Training and Documentation: The Contractor shall provide the DoIT authorized contact person(s) with training and documentation for the operation, configuration and all enabled functionality of the printer and any attachments or accessories.

1.4.3 Repairs Affecting the Network: In the event that repairs or maintenance to the printer are required that may affect any state-owned technical or network functions, the Contractor must call in a help desk ticket to DoIT's authorized contact person(s) at 603-271-7555.

1.4.4 DoIT Administrative Access: Any hard drive device used to store documents within the printer or accessory option(s) shall be accessible to the DoIT authorized contact person(s) through an administrative access code, which shall be allowed to be changed from the default.

1.4.5 Removal Notification: The Contractor must notify the DoIT authorized contact person(s) via a help desk ticket called into 603-271-7555 before the connected printer is to be removed from its location for any reason.

1.4.6 Overwrite Confirmation: The Contractor must confirm complete overwrites of any stored documentation to the satisfaction of DoIT before the printer is to be removed from its location for any reason.

1.5 FULL SERVICE MAINTENANCE AGREEMENT

The Contractor shall also provide full, responsive maintenance and repair service for the life of the lease as specified below:

1.5.1 General Vendor Qualifications

- a) **Qualified Technical Staff:** Bidders must have technicians available to service this contract who have sufficient training in repair of the offered model to enable them to maintain and repair this machine quickly and effectively.
- b) **Geographic Ability to Meet Response Time:** Those staff technicians referenced in section a) above must regularly operate within a service territory that enables them to respond to service calls for this machine within the response time limits set forth in section 1.5.3 below.

- c) Ready Access to OEM Parts: Bidders must have established lines of supply for Original Equipment Manufacturer (OEM) repair parts for the offered model, enabling them to bring to bear any necessary parts usually on the same day or next day at the latest.

1.5.2 Scope of Coverage

Under the quoted bid amount, the contractor shall provide, in a timely manner, all normal maintenance, repairs, server hardware and software support, and supplies required to keep the printer and all of its components running correctly and productively. This shall include, at no extra charge beyond the regular monthly base charge:

- a) All repair parts and their shipping or delivery;
- b) All technician travel time and mileage;
- c) All technician labor during Regular Service Hours as defined in section 1.5.4 a) below;
- d) All toner and other supplies, excluding paper and staples.
- e) All driver maintenance and other software upgrades.

1.5.3 Required Response Time on Requests for Service

In the event of a machine malfunction or outright breakdown, Bureau of Graphic Services shall contact the contractor to request service. Then:

- a) Contractor must respond by telephone to the Bureau of Graphic Services within one (1) hour of receipt of an initial support request.
- b) Contractor must have a qualified technician on-site within two (2) hours of their telephone response, or by 8:30 a.m. the next day if the service request is placed after 1:00 p.m.
- c) If the Contractor fails more than four (4) times within a six-month period to respond timely to service requests as required in sections a) and b) above, the Contractor shall remove the printer within ten (10) working days of written notification at no additional charge to Bureau of Graphic Services and with no cancellation penalty incurred by Bureau of Graphic Services.

1.5.4 Hours of Service

- a) Regular Hours Service – If a Request for Service is for service to be performed during Regular Service Hours, defined as 8:00 a.m. to 5:00 p.m., Monday-Friday (hereafter referred to as “8 x 5 x 5 service”), then that service shall be covered under the regular monthly base rate of charge.
- b) After Hours Service – If Bureau of Graphic Services requests for service to be done after the Regular Service Hours defined above (after 5:00 p.m. and before 8:00 a.m., Monday – Friday), then:
 - 1. Any supplies or parts that are determined by the contractor and agreed by a Bureau of Graphic Services representative to be *critical* for repair, and are obtained and installed during After Hours Service, may be invoiced at cost plus 30%.
 - 2. The contractor may charge extra for After Hours labor. Please indicate the rate of surcharge for After Hours Service in the “Vendor’s Bid Proposal”.
- c) Weekend Service – If Bureau of Graphic Services requests for service to be done on a weekend, then:
 - 1. Any supplies or parts that are determined by the contractor and agreed by a Bureau of Graphic Services representative to be *critical* for repair, and are obtained and installed during Weekend Service, may be invoiced at cost plus 30%.
 - 2. The contractor may charge extra for Weekend labor. Please indicate the rate of surcharge for Weekend Service in the “Vendor’s Bid Proposal”.
- d) Holiday Service – If Bureau of Graphic Services requests for service to be done on one of the ten holidays considered by the State of New Hampshire to be a state holiday (see Appendix A for a list of the holidays), then:
 - 1. Any supplies or parts that are determined by the contractor and agreed by a Bureau of Graphic Services representative to be *critical* for repair, and are obtained and installed during Holiday Service, may be invoiced at cost plus 30%.
 - 2. The contractor may charge extra for Holiday labor. Please indicate the rate of surcharge for Holiday Service in the “Vendor’s Bid Proposal”.

1.5.5 Replacement Parts and Supplies

- a) Contractor shall provide replacement parts and supplies at no extra charge beyond the monthly base charge, except during non-Regular Service Hours as noted above. Supplies may include, but are not limited to: photo receptor belts, all waste containers, dry inks, developers, toners, drums, fuser agents, and any other supplies needed for the day-to-day operation of the copier. Paper and staples are exceptions and will be purchased separately as needed by Bureau of Graphic Services.
- b) All parts and supplies must be of the original equipment manufacturer (OEM) brand, except under extenuating circumstances when specific approval to use another brand has been given by a Bureau of Graphic Services representative. Such approvals shall be given on a case-by-case basis.

- c) The cost of shipping or delivery of parts and supplies shall be included in the monthly base charge and not charged as extra.

1.6 INVOICING

1.6.1 Monthly Billing: Any contract established as a result of this bid shall be invoiced monthly directly to NH Bureau of Graphic Services. The equipment lease shall invoice the same amount each month and the invoice for the Full Service Maintenance Agreement shall consist of the set monthly amount plus any overage allowance incurred for that month if a leasing method is chosen that includes an overage allowance charge. If a leasing method is chosen in which the Full Service Maintenance Agreement is based solely on usage then the invoice would reflect the per impression charge times the number of impressions made in each month.

1.6.2 Click Charges: For purposes of computing overage charges, each printed page-side shall be treated as one (1) meter click regardless of sheet size. For example, whether the page size is 8-1/2" x 11" or 11" x 17", the meter shall click only once for that page.

SUB-CONTRACTOR:

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

WARRANTY REQUIREMENTS:

The successful Vendor(s) shall be required to warranty all of the equipment awarded for a period of not less than one year from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses. All of the requirements of the Full Service Maintenance Agreement shall be observed during the warranty period.

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

PERFORMING SERVICES:

The Vendor will perform all services according to the requirements and specifications of this bid.

OFFER: The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website
_____	_____	
Vendor Company Name	DUNS #	

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

Vendor's Bid Response
Production Monochrome Printer Lease & Service

Firm: _____

Contact Person: _____ Phone: _____

Proposed Brand/Model: _____

Name of Leasing Partner: _____

(Proposed equipment must include all features as specified, including the punching dies. Please include a brochure and specifications for proposed model.)

RESPONSE TABLE

NOTE: In the tinted blocks below, please calculate and enter the Full Service Maintenance charge that would be assessed in a month, based on 400,000 impression "clicks" at the per impression price you've quoted. This amount will be used for bid comparison purposes

<u>LEASE</u>	<u>EQUIPMENT LEASE MONTHLY PAYMENT</u>	<u>FULL SERVICE MAINTENANCE MONTHLY PAYMENT</u>	<u>OVER ALLOWANCE RATE OR PER IMPRESSION CHARGE</u>	<u>AFTER HOURS LABOR PER HR.</u>	<u>WEEKEND LABOR PER HR.</u>	<u>HOLIDAY LABOR PER HR.</u>
48 MONTHS, \$1.00 BUYOUT, 400,000 PPM ALLOWANCE						
48 MONTHS, \$1.00 BUYOUT, PER IMPRESSION CHARGE PRICING FOR MAINTENANCE CONTRACT						
60 MONTHS, \$1.00 BUYOUT, 400,000 PPM ALLOWANCE						
60 MONTHS, \$1.00 BUYOUT, PER IMPRESSION CHARGE PRICING FOR MAINTENANCE CONTRACT						

Appendix A – List of State of NH Holidays

In order from date of contract commencement:

Independence Day	Friday, July 3, 2015
Labor Day	Monday, September 7, 2015
Veterans' Day	Wednesday, November 11, 2015
Thanksgiving Day	Thursday, November 26, 2015
Day after Thanksgiving	Friday, November 27, 2015
Christmas Day	Friday, December 25, 2015
New Year's Day	Friday, January 1, 2016
MLK/Civil Rights Day	Monday, January 18, 2016
President's Day	Monday, February 15, 2016
Memorial Day	Monday, May 30, 2016

Subject: **Sample (To be completed at time of award)****1.0 AGREEMENT**

The State of New Hampshire and the Vendor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have

no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract(s) price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Vendor shall not hire, and shall not permit any subvendor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contract(s)ing Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contract(s)ing Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;

8.2.2 give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Vendor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.